

**January 2010 Revision to Consultant Agreement Specifications for
Construction Engineering & Inspection Agreements.**

X. MISCELLANEOUS PROVISIONS

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to error, omission or negligence by the Consultant in its work shall be borne by the Consultant. This would include non-participating costs incurred by the State due to error, omission or negligence by the Consultant. Non-participating costs are those costs which the Federal Highway Administration would have paid for but for the negligence, error or omission by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence or carelessness of the Consultant.